

1
2 BILL NO. S-75-11-52.

3 SPECIAL ORDINANCE NO. S- 262-75.

4 AN ORDINANCE approving a contract with L. W. DAILEY,
5 INC., for sidewalks on Princeton Avenue
6 Resolution 5704-1975

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:

9
10 SECTION 1. That the contract dated November 17, 1975, between the
11 City of Fort Wayne, by and through its Mayor and the Board of Public Works and
12 L. W. DAILEY, INC., for:

13 Improvement Resolution No. 5704-1975 - For improving Princeton
14 Avenue from the north property line of Trinity Boulevard to the
15 south property line of Yale Drive

16 for a total cost \$57,621.00, of which the property owners will pay \$22,943.08 and the
17 balance to be paid by the City all as more particularly set forth in said contract which
18 is on file in the Office of the Board of Public Works and is by reference incorporated
19 herein, made a part hereof and is hereby in all things ratified, confirmed and
20 approved.

21 SECTION 2. This Ordinance shall be in full force and effect from and
22 after its passage and approval by the Mayor.

23
24 
25 Councilman

26
27
28
29
30
31
32
33
34 APPROVED AS TO FORM
35 AND LEGALITY.


CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 11-25-75

Charles W. Whitcomb
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.
Passed (~~Lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>	<u>1</u>		
BURNS	<u>X</u>				
HINGA	<u>X</u>				
KRAUS			<u>X</u>		
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.	<u>X</u>				
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 12-9-75

Charles W. Whitcomb
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution, No. 263-75 on the 9th day of December, 1975).

ATTEST:

(SEAL)

Charles W. Whitcomb
CITY CLERK

James Stier
PRESIDENT OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of December, 1975, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Whitcomb
CITY CLERK

Approved and signed by me this 10th day of December, 1975, at the hour of 2:00 o'clock P M., E.S.T.

James Stier
MAYOR

Bill No. S-75-11-52

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with L. W. DAILEY, INC., for sidewalks on Princeton Avenue

Resolution 5704-1975

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

SAMUEL TALARIO
Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Nuckols

Donald J. Schmidt

W. C. Moses Jr
Samuel J. Talario
William T Hinga

DJ Schmidt

DATE 12/9/75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works
city-county building
one main street
fort wayne, indiana 46802

October 17, 1975

The Common Council
Fort Wayne, Indiana

RE: Princeton Avenue, Resolution 5704-1975

Gentlemen and Mrs. Schmidt:

Contract has been awarded to L. W. Dailey, Inc. for paving and constructing sidewalks on Princeton Avenue from Trinity to Yale at a cost of \$57,621.00. The property owners will be paying \$22,943.08 with City paying the balance. Street lights will also be installed.

Prior approval is being requested in case contractor can schedule the improvement before inclement weather.

An Ordinance will be submitted for formal approval as soon as contract and bonds are prepared.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal

Carl E. O'Neal, Member

CEO:bt

cc: Mayor

Enc: Bid Tabulation

APPROVED:

William R. Samuel
Samuel J. Telander
Vivian H. Schmidt
Carl E. O'Neal
W. Schmidt
William T. King

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
City Clerk



PROJECT Princeton Avenue

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANADATE October 8, 1975 RES. NO. 5704-1975MATERIAL Concrete

CONTRACTORS			ESTIMATE	EXTENSION	L. W. Dailey, Inc.							
STREETS—ALLEYS—SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
525	Cu. Yds	Excavation - regular	5.00	2,625.00	4.00	2,100.00						
6	Each	Tree removal	300.00	1,800.00	500.00	3,000.00						
2,050	Sq. Yds	Pavement, concrete, plain, 6"	11.00	22,550.00	11.45	23,472.50						
215	Sq. Yds	Private drive pavement, concrete, plain	15.00	3,225.00	15.00	3,225.00						
100	Tons	Stone for drives, #73	5.75	575.00	6.00	600.00						
1,019	Lin. Ft	6" x 6" integral curb, conc.	1.50	1,528.50	1.50	1,528.50						
1.5	Tons	Hot asphalt surface, A-2	30.00	45.00	30.00	45.00						
5.5	Tons	Hot asphalt binder	25.00	137.50	30.00	165.00						
5,100	Sq. Ft.	Sidewalk, concrete, 4"	1.35	6,885.00	1.50	7,650.00						
1,600	Sq. Yds	Fine grading	0.80	1,280.00	1.00	1,600.00						
1,600	Sq. Yds	Seeding, incl. fertilizer	0.80	1,280.00	1.00	1,600.00						
2	Each	Remove Cedar & Pine pole, 45'	33.73	67.46	60.00	120.00						
8	Each	Install aluminum poles w/pole set	108.18	865.44	70.00	560.00						
2	Each	Remove mast arm incl. fixture	19.60	39.20	50.00	100.00						
2	Each	Remove duplex (one wire sp.)	14.45	28.90	20.00	40.00						
800	Lin. Ft	Install U.G. cable 2/c #4	0.40	320.00	0.40	320.00						
730	Lin. Ft	Trenching 20" deep	0.67	489.00	1.00	730.00						
180	Lin. Ft	Install conduit in trench	2.60	468.00	1.50	270.00						
8	Each	Install Town & Country 100 W Luminaire	132.95	1,063.60	20.00	160.00						

PROJECT

Princeton Avenue

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

DATE

October 8, 1975

RES. NO.

5704-1975

MATERIAL

Concrete

CONTRACTORS

ESTIMATE

EXTENSION

L. W. Dailey, Inc.

UNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BIDUNIT
BIDTOT.
BID

STREETS—ALLEYS—SIDEWALKS

QUAN UNIT

MATERIAL

6

Each

Inlet, Type I

400.00

2,400.00

300.00

1,800.00

1

Each

Casting Adjusted to grade

125.00

125.00

75.00

75.00

6

Each

Castings, Type I-C required

150.00

900.00

150.00

900.00

3

Each

Castings, Type I-G required

150.00

450.00

120.00

360.00

346 Lin. Ft

Pipe, Class IV, 12"

12.00

4,152.00

10.00

3,460.00

300

Tons

Gravel backfill for trenches.

7.00

2,100.00

6.00

1,800.00

#53

Totals

57,357.70

57,621.00

Over

263.30

62-333-9

11/17/75

BARRETT LAW
 SUBJECT TO COUNCILMANIC APPROVAL
 Preliminary Meeting _____
 Ratification _____

CONTRACT

This Agreement, made and entered into this 17th day of November, 1975

by and between _____

_____ L. W. DAILEY, INC. _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Imp. Res. No. 5704-1975: for improving Princeton Avenue from the north

property line of Trinity Boulevard to the south property line of Yale Drive

by grading and paving the roadway to a width of 27 feet with six (6) inch plain

concrete, 6" x 6" integral concrete curbs

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5704-1975 and at the following price per lineal foot: _____

at the following prices:

Excavation - regular	Four dollars and no cents, per cubic yard	4.00
Tree removal (as shown on drawing)	Five hundred dollars and no cents, per each	500.00
Pavement, concrete, plain, 6"	Eleven dollars and forty five cents, per square yard	11.45
Private drive pavement, concrete, plain	Fifteen dollars and no cents, per square yard	15.00
Stone for drives, #73	Six dollars and no cents, per ton	6.00
6" x 6" integral curb, concrete	One dollar and fifty cents, per lineal foot	1.50
Hot asphalt surface, City Mix A-2, or State "B"	Thirty dollars and no cents, per ton	30.00
Hot asphalt binder	Thirty dollars and no cents, per ton	30.00

Pavement, concrete plain, 6"	Eleven dollars and forty five cents, per square yard	11.45
Private drive pavement, concrete, plain	Fifteen dollars and no cents, per square yard	15.00
Stone for drives, #73	Six dollars and no cents, per ton	6.00
6" x 6" integral curb, concrete	One dollar and fifty cents, per lineal foot	1.50
Hot asphalt surface, City Mix A-2, or State "B"	Thirty dollars and no cents, per ton	30.00
Hot asphalt binder	Thirty dollars and no cents, per ton	30.00
Sidewalk, concrete, 4"	One dollar and fifty cents, per square foot	1.50
Fine grading	One dollar and no cents, per square yard	1.00
Seeding, including mulch & fertilizer	One dollar and no cents, per square yard	1.00
Remove cedar & pine pole, 45'	Sixty dollars and no cents, per each	60.00
Install aluminum poles w/pole set	Seventy dollars and no cents, per each	70.00
Remove mast arm including fixture	Fifty dollars and no cents, per each	50.00
Remove duplex (one wire span)	Twenty dollars and no cents, per each	20.00
Install U.G. cable 2/c #4	Forty cents, per lineal foot	.40
Trenching 20" deep	One dollar and no cents, per lineal foot	1.00
Install conduit in trench	One dollar and fifty cents, per lineal foot	1.50
Install Town & Country 100 W Luminaire	Twenty dollars and no cents, per each	20.00
#12 copper wire	Twenty cents, per lineal foot	.20
30 Amp. relay	One hundred dollars and no cents, per each	100.00
Catch basin, Type I	Six hundred dollars and no cents, per each	600.00
Inlet, Type I	Three hundred dollars and no cents, per each	300.00

Castings adjusted to grade	Seventy five dollars and no cents, per each	75.00
Castings, Type I-C, required	One hundred fifty dollars and no cents, per each	150.00
Castings, Type I-G, required	One hundred twenty dollars and no cents, per each	120.00
Pipe, Class IV, 12"	Ten dollars and no cents, per lineal foot	10.00
Gravel backfill for trenches, #53	Six dollars and no cents, per ton	6.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5704-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before November 15, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date _____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 20th day of October, 19 75

L. W. DAILEY, INC.

BY: [Signature]

ITS: [Signature]

Contractor, Party of the First Part.

City of Fort Wayne By and Through:

[Signature]
[Signature]
[Signature]
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

[Signature]
CITY ATTORNEY

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Improvement Resolution

FOR STREET OR ALLEY

No. 5704 -1975

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,
That it is deemed necessary to improve with storm drainage, five (5) foot sidewalks, street
lighting and paving Princeton Avenue
from the north property line of Trinity Boulevard
to the south property line of Yale Drive

By draining, curbing, grading and paving the roadway to a uniform width of twenty seven (27) feet B.B.
with Street Asphalt, Asphaltic Concrete upon a six (6) inch Concrete foundation, Six (6) inch Plain Concrete
or with 8" Macadam, 2" Binder and 1" Asphalt Top.
with six (6) inch plain concrete, 6"x6" integral concrete curbs

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of
Public Works of said City; and such improvement is now ordered.

A maximum of 40% of the construction cost shall be assessed.
~~The total cost of said improvement, excepting the cost of street and alley intersections, shall be assessed~~
upon the real estate abutting on said Princeton Avenue as above described and on
property within 150 feet of the line of the street to be improved, and ^{balance of total cost} upon the City of Fort Wayne,
Indiana, to the extent of the street and alley intersections. All according to the method and manner provided
for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal
Corporation," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental
thereof.

Assessments if deferred, are to be paid in ten equal installments, with interest at the rate of ^{six (6) per} ~~five (5) per~~
cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the
property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall
the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or own-
ers for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or
certificates, issued to said contractor in payment for such work, except for such moneys as shall have been
actually received by the city from the assessments for such improvement, or such moneys as said city is by
said above entitled act required to pay. All proceedings had and work done in the making of said improve-
ment, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided
for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this _____ day of _____

BOARD OF PUBLIC WORKS:

[Handwritten signatures: R. D. Bonnell, C. E. O'Neal, Betty Lee Dault]

GUARANTY BOND

Know All Men by These Presents, That we-----

-----L. W. DAILEY, INC.-----

Contractors

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY of ST. PAUL, MINNESOTA

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY SEVEN

THOUSAND SIX HUNDRED TWENTY ONE DOLLARS AND NO CENTS-----

-----(\$ 57,621.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----L. W. DAILEY, INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

XX ~~XXXXXXXXXX~~ Imp. Res. No. 5704-1975: for
improving Princeton Avenue from the north property line of Trinity Boulevard
to the south property line of Yale Drive

-----according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work/ material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

L. W. DAILEY, INC.-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 20 day of October, 1975

L. W. DAILEY, INC.

(SEAL)

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: 

BY: 

(SEAL)

ST. PAUL FIRE & MARINE INSURANCE COMPANY

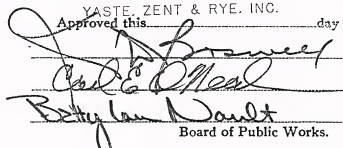
BY: 

(SEAL)

Attorney-in-fact

YASTE, ZENT & RYE, INC.

Approved this-----day of-----


Board of Public Works.

APPROVED AS TO FORM AND LEGALITY


CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we _____

L. W. DAILEY, INC.

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY of ST. PAUL, MINNESOTA

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIFTY SEVEN

THOUSAND SIX HUNDRED TWENTY ONE DOLLARS AND NO CENTS

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$57,621.00)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 20 day of October, 1975

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: [Signature]
YASTE, ZENT & RYE, INC.

L. W. DAILEY, INC. (SEAL)

BY: [Signature] (SEAL)

ST. PAUL FIRE & MARINE INSURANCE COMPANY

BY ITS: [Signature] (SEAL)

Attorney-in-fact
(SEAL)

Approved this _____ day of _____

[Signature]

[Signature]

[Signature]
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

COMPLETED IN STREET ENGINEERING OFFICE

OCTOBER 16, 1975

CERTIFIED COPY OF POWER OF ATTORNEY
Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY
DEPARTMENT

ST. PAUL
FIRE and MARINE
Insurance Company
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye, Leonard Shirley, Josephine E. Stackhouse, Lane Grile, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, —Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE and MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 14th

day of February

A. D. 19 74

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA
County of Ramsey

} ss.

Vice President.

On this 14th day of February 19 74, before me came the individual who executed the foregoing instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V. C. INNES

Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1976

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20 day of October 19 75

Secretary.

*Unlimited as to character and amount.

Whereas, the Board of Works, City of Ft. Wayne, Indiana, has appointed a committee, being appointed to prepare a schedule for the prevailing wage scale to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF OCTOBER, NOVEMBER, AND DECEMBER OF, 1975.

And whereas, the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1975, have established a schedule as hereinafter set forth for the following trades and occupations:

TRADE OR OCCUPATION	CLASS	RATE PER HR.	PMW	PEN	VAC	SPV	MISC
WELDERS WELDER	S	15.05	55¢	50¢			5¢
BUFFERSMAKER	S	15.25	80	1.00		3	
ERICKLAYER	S	9.25	30	25		1	
CARPENTER (BUILDING)	S	8.73		6%		4	21¢
(HIGHWAY)	S	9.01	47	40		5	21¢
CEMENT MASON	S	8.70	40				
ELECTRICIAN	S	9.00	40	12+30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44½	20	7%	2	
GLAZIER	S	8.98	12		30	4	22¢ holiday
IRON WORKER	S	10.20	65	80		1	21¢
LABORER (BUILDING)	S-SS	6.25-8.65	35	35		3	
(HIGHWAY)	US	6.20-8.75	35	35		7	
(SEWER)	S-SS-SS	6.25-7.25	35	35		7	
LATHER	S	8.23		25		1	31¢
MILLWRIGHT & PILEDRIVER	S	9.05		6%		4	21¢
OPERATING ENGINEER (BUILDING)	S-SS	7.20-9.90	40	40		5	
(HIGHWAY)	US	8.95-9.10	40	40		5	
(SEWER)	S-SS-SS	7.07-7.27	40	40		5	
PAINTER	S	7.75-9.75	37	35		10	6misc.
PLASTER	S	8.40	40				
PLUMBER & STEAMFITTER	S	9.00	30	65		7	41¢
MOSAIC & TERRAZZO GRINDER	S	6.65-8.85					
ROOFER	S	8.75		10			
SHEETMETAL WORKER	S	9.60	40	35		4	131¢
TEAMSTER (BUILDING)	S-SS	7.30-8.31	18pw	19.50pw			
(HIGHWAY)	US	7.10-7.75	17.50pw	19.50pw			

IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 6 DAY OF Oct, 19 75

William H. Leonard
 REPRESENTING GOVERNOR, STATE OF INDIANA.

Colvin C. Remond Jr.
 REPRESENTING THE AWARDED AGENT.

Fred M. Rice
 REPRESENTING STATE A.P.L. & C.I.O.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with L. W. Dailey, Inc. in amount of
\$57,621.00 for Resolution 5704-1975, paving and constructing sidewalks on Princeton
Avenue from Trinity to Yale. (Street lights will also be installed)

PRIOR APPROVAL ATTACHED

EFFECT OF PASSAGE Fulfillment of construction work proposed in above subject
Resolution.

EFFECT OF NON-PASSAGE Failure to fulfill construction agreement.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Property owners will be
paying \$22,943.08 with City paying the balance.

ASSIGNED TO COMMITTEE Public Works